

11/77-12/21/79

S. O. N. C.     C O N T R A C T

THIS AGREEMENT made and entered into at the Township of Gloucester, County of Camden, New Jersey, this 24<sup>TH</sup> day of MAY, 1977, by and between the Township Council on behalf of the Township of Gloucester, hereinafter referred to as "Council" and the Division of Police, Superior Officers Negotiating Committee, hereinafter referred to as the "SONC".

WITNESSETH:

WHEREAS, the Council and the SONC recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township Council and the Township Manager retain the basic decision making powers over fiscal and management questions, although they are willing to consult with employee representatives on employee oriented matters; and

WHEREAS, the Superior Officers of the police force are particularly qualified to advise the formulation of policies and programs designed to improve the standards of police protection; and

WHEREAS, the Township has an obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the SONC as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this AGREEMENT.

In consideration of the following mutual covenants, it is hereby agreed as follows;

ARTICLE I: LEGAL REFERENCE

Nothing contained in this AGREEMENT shall alter the Authority conferred by Law, Ordinance, Resolution or Administrative Code and Police Department Rules and Regulations upon any Township Official or in any way abridge or reduce such authority. This AGREEMENT shall be construed as requiring Township Officials to follow the terms contained herein, to the extent that they are applicable in the exercise conferred upon them by Law.

Nothing contained herein shall be construed to deny or restrict to any policeman such rights as he may have under any other applicable Laws and Regulations. The rights granted to policemen hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II: RECOGNITION

The Township hereby recognizes the SONC as the sole and exclusive representative of all superior officers (rank of Sergeant and above) of the Police Department for the purpose of collective negotiations with respect to terms and conditions of employment.

ARTICLE III: POLICEMAN'S RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Township hereby agrees that every Superior Officer, the rank of Sergeant and above, shall have the right freely to organize, join and sup-

port the SONC and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of Law of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968 or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages or any terms or conditions of employment by reason of his membership in the SONC and its affiliates, his participation in any activities of the SONC and its affiliates, collective negotiations with the Township or his institution of any grievance, complaint or proceeding under this AGREEMENT or otherwise with respect to any terms or conditions of employment.

Representatives of the SONC shall be permitted time off to attend negotiating sessions, provided the efficiency of the Department is not affected thereby.

A superior officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection.

The Township agrees to notify the individual police officer if any material discriminatory to the police officer is placed in his personnel jacket.

ARTICLE IV: MANAGEMENT RIGHTS

Except to the extent expressly modified by a specific provision of this AGREEMENT the Township of Gloucester reserves and retains solely and exclusively all of its statutory and Common Law rights to manage this operation of the Police Department of the Township of Gloucester, New Jersey, of such rights existed prior to the execution of this or any other previous AGREEMENT with the SONC. The sole and exclusive rights of the Township of Gloucester, New Jersey, which are not abridged by this AGREEMENT, shall include but are not limited to, its rights to determine the existence or nonexistence of facts which are the basis of the Township Police Department and/or Management decision, to establish or continue policies, practices or procedures for the citizens of the Township of Gloucester, and, from time to time, to change or abolish such practices or procedures; to the right to determine and from time to time redetermine the number, locations and relocations and types of its officers and employees or to discontinue any performance by officers or employees of the Township of Gloucester; to determine the number of hours per day or week any operation of the Police Department may be carried on; to select and determine the number and types of officers required; to assign such work to such officers in accordance with the requirements determined by the Department of Police and Township Manager; to establish training programs and upgrading requirements for officers and/or employees within the Department; to establish and change work schedules and assignments; to transfer, promote or demote officers or employees for just cause, or

to lay off, terminate or otherwise relieve officers and/or employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise to take such measures as the Township Manager may determine to be necessary for the orderly and efficient operation of the Department of Police for the Township of Gloucester, New Jersey, provided; however, nothing herein shall prevent an officer from presenting his grievance for the alleged violation of any article or specific term of this AGREEMENT.

ARTICLE V: SICK LEAVE

Sick leave means absence from duty of a member of the Police Department because of personal illness by reason of which such member is unable to perform the usual duties of his position because of exposure to contagious disease or other illness. Each member of the Police Department covered by this contract shall be granted the following number of days sick leave with pay:

- (a) For 1977 - twenty-one (21) days
- (b) For 1978 - twenty-one (21) days
- (c) For 1979 - twenty-one (21) days.

Said sick leave time shall be cumulative from year to year, and commencing on January 1, 1973, said member shall receive upon retirement, the sum of Twenty (\$20.00) Dollars for each unused sick day cumulated from the aforesaid date until the date of retirement.

If said member is unable to perform his duties by reason of illness as proved to the satisfaction of the Director of Public Safety and has used all his sick time, vacation time and any other time due him, he shall be continued on the Township Blue Cross-Blue Shield Program until he shall return to duty unless his services for the Township are otherwise terminated.

In addition, a member shall be entitled to up to three (3) days leave for personal business per each year upon approval of the Director of Public Safety, which time, however, shall be deducted from his allowable or cumulated sick leave or days. In the event said member shall have no sick leave, either allowable or cumulated, and is granted leave for personal business, he shall receive no compensation for such leave. Personal days can be used in conjunction with days off or non-emergency situations with the approval of the Director of Public Safety, on the merits of each individual case.

#### ARTICLE VI: DISABILITY LEAVE WITH PAY

A member who is disabled by injury incurred in the performance of his duty by illness as a direct result of or arising out of his employment may, on the recommendation of the Chief of the Department to the Township Manager, be granted leave of absence with full pay, thereafter, for a period not to exceed one (1) year, provided that said disability or illness was a direct result of or arising out of his employment and is certified as such by a physician designated by the Township. The Director of Public Safety shall require evidence in the form of a physician's certificate from such physician as to the original and continued disability of such member as a result of injuries sustained in

the line of duty or illness as a direct result of or arising out of his employment.

Any temporary disability payments from Workmen's Compensation Insurance received by the employee shall be credited toward the pay referred to above.

#### ARTICLE VII: LIABILITY AND FALSE ARREST INSURANCE

The Township agrees to cover all members of the Department with false arrest and liability insurance in the amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars - Five Hundred Thousand (\$500,000.00) Dollars. In addition, whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality or in a criminal proceeding instituted as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

#### ARTICLE VIII: CLOTHING ALLOWANCE

The Township agrees to provide a clothing allowance of Five Hundred (\$500.00) Dollars per year in 1977-78-79, for all

employees covered by this AGREEMENT. In the event of a uniform change specified by the Township, the Township shall be responsible for issuing the initial amounts of uniforms required for the change. Senior officers shall maintain, at all times, their initial level of clothing.

#### ARTICLE IX: FUNERAL LEAVE

A regular full-time employee who is excused from work because of death in his immediate family, as defined below, shall be paid his regular rate of pay for the scheduled working hours missed during the first seventy-two (72) hours following the death. No more than eight (8) hours per day or twenty-four (24) hours for any period will be paid under the provisions of this section. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is defined to mean parents, children, spouse, brother or sister, father-in-law and mother-in-law, as well as grandmother or grandfather if members of the employee's household. Special cases will be referred to the Director of Public Safety.

#### ARTICLE X: RULES AND REGULATIONS

The Township Manager may establish and enforce binding rules and regulations in connection with the operation of the Police Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this AGREEMENT. Copies shall be furnished to the Association. It is understood that application of this AGREEMENT shall not in any way hamper enforcement of the Departmental rules and regula-



tions.

It is understood that employees shall comply with all rules and regulations of the Department, and order of directives issued by the Director of Public Safety or his designee, from time to time. Employees shall promptly and efficiently execute the instructions and orders of superior officers. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable, or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article XVII of this Contract.

In the event that an employee or employees shall refuse to comply with the rule, or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, appropriate action shall be within the province of the superior officer within the framework of Department rules and regulations, subject only to the right of employee to file a grievance.

#### ARTICLE XI: NON-DISCRIMINATION

The parties hereto agree that neither shall discriminate against any employee because of his member or non-membership in the PBA or FOP or his participation in activities herein pre-

scribed, nor discriminate against any member of the PBA or FOP for any action involving his management duties on behalf of the Department of Police, Township of Gloucester, New Jersey.

ARTICLE XII: HOSPITALIZATION

The Township agrees to provide Blue Cross-Blue Shield or an independent hospitalization policy containing similar benefits as well as major medical insurance for the employee and his dependents, with these benefits continued upon retirement until Social Security age is reached for Medicare.

ARTICLE XIII: BAN ON STRIKES

It is recognized that the prevention of crime, the preservation of law and order, and protection of life and property is the responsibility of members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this AGREEMENT parties hereto agree that there shall not be and that the SONC, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism, or other suspension of or interference with normal work performance.

ARTICLE XIV: EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties as to the terms and conditions set forth herein. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.

The Township agrees that all benefits, terms and conditions of employment and past practices relating to the status of the employees covered by this AGREEMENT shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining leading to the execution of this AGREEMENT.

The Township shall perform no act which will conflict with the terms of this AGREEMENT.

ARTICLE XV: MISCELLANEOUS

If any provision of this AGREEMENT or any application of this AGREEMENT to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

The provisions of this AGREEMENT shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of state and local laws except as such particular provisions of this contract modify existing local laws.

ARTICLE XVI: PROMOTIONS

The Township agrees that promotions shall be made in accordance with Civil Service Rules and Regulations. It further agrees not to discriminate on promotions because of religion, race, creed, politics or age.

ARTICLE XVII: GRIEVANCES

The intent of the parties to this AGREEMENT is that the procedures hereinafter set forth shall serve as a means of peaceful settlement of all disputes that may arise between the parties as to the meaning or application of the provisions of this AGREEMENT.

It is further understood that suspension, demotion and discharge shall be made in accordance with Township Ordinance 0-73-1 known as the Administrative Code, State Statute, and Civil Service. In the event such actions are sustained, the aggrieved individual shall possess all rights of appeal as an individual pursuant to Civil Service as provided by law. A disciplinary proceeding shall not be subject to the grievance procedure.

STEP 1

As to grievances, the aggrieved employee shall present the grievance orally or in writing to his immediate superior. The grievance must be presented within five (5) working days of its occurrence or knowledge of its occurrence. The Superior will give his verbal answer or written answer within three (3) working days of the date of presentation of the grievance.

STEP 2

If the grievance is not settled in Step 1, it shall be

reduced to writing and presented through the chain of command to the level that would have control over the grievance. The Director of Public Safety should be included in the decision. The grievance shall be prepared in detail and be dated. That level will reply to the grievance in writing within five (5) working days of the date of the presentation of the written grievance. The aggrieved employee may be represented by Council in presenting his grievance.

### STEP 3

If the grievance is not settled in Step 2, the written grievance shall be presented to the Township Manager within five (5) working days after the response is given. The Township Manager, after a grievance hearing at which the employee shall have the right to have his representative present, will reply to the grievance in writing within seven (7) days of the date of the presentation of the written grievance (Saturday, Sunday and holidays excluded).

### ARTICLE XVIII: JOINT SONC MANAGEMENT COMMITTEE

A committee consisting of the Township Manager and the SONC shall be established for the purpose of reviewing the administration of this AGREEMENT and to resolve problems that may arise. Said committee will meet when necessary and required. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiation meetings.

The purpose and intent of such meetings is to foster good employment relations through communications between the

Township and the SONC on such matters as:

- (a) Discussing questions arising over the interpretation and application of this AGREEMENT.
- (b) Disseminating general information of interest to the parties.
- (c) Giving SONC representative the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit.
- (d) To notify the employees in the bargaining unit of changes in non-bargainable conditions of employment contemplated by management.
- (e) The promotion of education and training.
- (f) The elimination of waste and the conservation of materials and supplies.
- (g) The improvement of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the moral of the employees.

#### ARTICLE XIX: FLEXIBILITY OF ASSIGNMENT

Employees, regardless of regular assignment, may be reassigned to perform any duty related to their profession as police officers, including any duties connected with:

- (a) prevention and detection of crime;
- (b) enforcement of laws and ordinances;
- (c) protection of life and property;
- (d) arrest of violators of the law;
- (e) direction of traffic;

- (f) regulation of non-criminal behavior of the citizenry; and
- (g) preservation of the peace.

An exception to specific duties can be made where employees are on the medical "limited duty" list and cannot perform said duties.

The Township and the SONC acknowledge that a policeman's primary responsibility is to perform police duties and his energies shall be utilized fully to this and except in case of emergencies or special circumstances.

#### ARTICLE XX: VACATIONS

The members of the Police Department covered by this AGREEMENT shall be entitled to the following vacation leave:

A. For the years of 1977, 1978, and 1979:

1. After six months of service from date of appointment up to one year of service - one working day per month of service;
2. From one year of service up unto and including the third year of service - thirteen (13) working days;
3. From the fourth year of service up unto and including the ninth year of service - sixteen (16) working days;
4. From the tenth year of service up unto and including the fourteenth year of service - twenty-three (23) working days;

5. From the fifteenth year of service up unto and including the nineteenth year of service - twenty-eight (28) working days.
6. From the twentieth year of service up unto retirement - thirty (30) working days.

#### ARTICLE XXI: HOLIDAYS

The following fifteen (15) days shall be observed as normal holidays during 1977-78-79: New Year's Day; Martin Luther King's Day; Lincoln's Birthday; Washington's Birthday; Good Friday; Law Day; Memorial Day; Independence Day; Labor Day; Columbus Day; General Election Day; Veteran's Day; Thanksgiving Day; Friday following Thanksgiving Day; and Christmas Day, and any future holidays enacted into law by the state, or provided by the Township shall be automatically given the Senior Officers effective January First, 1977.

Compensation for holidays shall be as follows:

- A. If a holiday falls or is included in a scheduled shift and the Senior Officer actually works on that holiday, he shall receive straight time pay for said holiday, and in addition there, he shall receive on December First of that year, one additional day's pay for working said holiday.
- B. If a holiday falls or is included in a scheduled shift and the Senior Officer does not work on that holiday, he shall only receive straight time pay for that holiday but no additional day's pay on December First of that year.



- C. If a holiday falls or is included on a normal day off, the Senior Officer shall receive on December First of that year, one day's pay for such holiday.
- D. Whenever an officer is not available for duty due to a service connected disability, he shall continue to enjoy all contractual benefits.
- E. If a Senior Officer is on sick leave and that period of time falls on a holiday, he will be charged for the sick day but will receive one day's pay on December First of that year for said holiday provided that period of sick time totals three (3) working days and he returns to work with a Doctor's Certificate.

#### ARTICLE XXII: HOURS OF EMPLOYMENT

The normal work week of a policeman shall consist of five (5) days of eight (8) hours each. The exact hours for particular employees shall be established by the Director of Public Safety and approved by the Township Manager.

A. Regular overtime, provided the same is approved by the Director of Public Safety, shall be compensated at the rate of time and one-half of hourly earnings.

B. For Court appearances required while off-duty before the Grand Jury, Superior, County and Juvenile Courts in criminal matters, compensation shall be paid therefor at the rate of time and one-half of hourly earnings. The minimum compensation for

such appearances shall be for the first four (4) hours, thereafter on a per hour basis at the aforesaid rate.

C. For Municipal Court appearances required while off-duty, where the policeman is unable to schedule such appearance during his regular work shift or where the matter has been postponed or is otherwise continued and deferred by the Court, not at the request of the policeman, to a time when the policeman is otherwise off-duty, compensation at the following rate shall be paid:

(1) Commencing January 1, 1977, the sum of Twenty (\$20.00) Dollars.

All policemen shall schedule their appearances before the Municipal Court during their regular work shift, if possible; and no compensation shall be paid for matters which might have been scheduled during a policeman's regular work shift unless good cause exists approved by the Director of Public Safety.

D. Off duty attendance at Board of Education and Township functions and functions of other organizations such as athletic contests, dances, etc., overtime shall be paid at the rate of Seven (\$7.00) Dollars per hour or straight time hourly earnings, whichever is higher.

In the assignment of overtime required by Board of Education and Township functions, the Township shall distribute such overtime fairly and equitably and, wherever and whenever feasible and practicable, shall assign such overtime on a seniority basis

with adequate advance notice. In assignment to Board of Education and Township functions, the Township will continue its present policy of first seeking volunteers before assigning employees to the functions. If there are no volunteers for the functions, the Township shall assign employees to the functions, but in no event shall the Township assign an employee to the functions who is on his day off except in extremely emergent circumstances.

ARTICLE XXIII: DENTAL PLAN

The Township shall provide a Dental Plan under the North American Plan for Employees covered under this AGREEMENT and his dependents effective January First, 1977 or on the signing of this AGREEMENT.

ARTICLE XXIV: EMERGENCY STANDBY

If an officer is notified by the Police Department he is to be on Emergency Standby, either at his home or at Police Headquarters, he will be compensated for a minimum of two (2) hours pay.

ARTICLE XXV: SHIFT DIFFERENTIALS

The Township shall not pay any shift differential compensation so long as the police department is operating on a rotating shift basis; however, if administration policy changes and permanent shifts are established, then the following shift differential compensation shall be applicable:

A. For the 8:00 A. M. to 4:00 P. M. shift, the normal rate of compensation shall be paid;

B. For the 4:00 P.M. to 12:00 A.M. shift, in addition to the normal rate of compensation, there shall be a shift differential of 4% of the normal rate of compensation paid.

C. For the 12:00 P.M. to 8:00 A.M. shift, in addition to the normal rate of compensation, there shall be a shift differential of 9% of the normal rate of compensation paid.

If another method of establishing shifts or assignment of work schedules is established other than as provided herein, this item shall remain open to negotiation each September during the term of this AGREEMENT.

#### ARTICLE XXVI: COLLEGE CREDITS

On December 1st of each year, the Township shall pay to a Superior Officer additional compensation the sum of Ten (\$10.00) Dollars per credit per year for each minimum block of five (5) college credits possessed by said Superior Officer for undertaking, completing and satisfactorily passing college courses of a study accepted toward an academic degree in Law Enforcement at any accredited College or University, or an accredited course under the Township Training Program.

In order to qualify for such compensation said Superior Officer must present and file an officially documented transcript of credits and secure the approval thereof by the Director of Public Safety at least thirty (30) days prior to December 1st. No compensation shall be paid unless the Superior Officer shall have at least a block of five (5) credits, and, thereafter a block of

five (5) credits. Parts of a block of five (5) credits will not be recognized for payment.

NOTE: In lieu of the above, a Superior Officer will be paid Six Hundred (\$600.00) Dollars a year upon presentation of his AS Degree in Law Enforcement Administration. A Superior Officer with a B.S. or B.A. Degree in Law Enforcement will be paid One Thousand (\$1,000.00) a year.

#### ARTICLE XXVII: PAYMENT AT HIGHER RANK

Commencing on January 1, 1977, a Superior Officer temporarily assigned and performing the work and duties of an officer of higher rank for a period exceeding one (1) day shall, upon approval of the Director of Public Safety, receive the rate of salary or compensation of that higher rank for such period of time and thereafter for so long as he is continuously assigned and performing such work.

This paragraph shall not apply where the work or duties performed are assigned on a permanent basis, despite the fact that said work or duties may have been previously assigned and performed by an officer of high rank.

#### ARTICLE XXVIII: WAGES AND LONGEVITY

Wages shall be paid in accordance with the Salary Ordinance of the Township of Gloucester prepared in accordance with the attached Schedule "A".

#### ARTICLE XXIX: OUTSIDE EMPLOYMENT

Employees may engage in outside employment under the regulations and conditions contained in the Township Police Manual dated 1972.

ARTICLE XXX: TERMS AND CONDITIONS

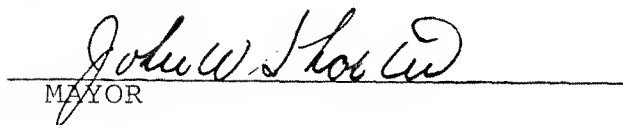
This AGREEMENT shall be in full force and effect from January 1, 1977, through and including the 31st day of December, 1979. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than one hundred twenty (120) days prior to such expiration date.

This AGREEMENT shall remain in full force and effect on a day-to-day basis during collective bargaining negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination, by registered mail, in which event the agreement shall terminate five (5) days following receipt of such notice.

Collective negotiations on the terms of a new agreement shall commence no later than September 1, 1979, and shall be completed no later than December 31, 1979.

  
TOWNSHIP MANAGER

  
SONG REPRESENTATIVE

  
MAYOR

  
SONG REPRESENTATIVE

  
SONG REPRESENTATIVE

  
SONG REPRESENTATIVE

S C H E D U L E "A"

I. SALARY SCHEDULE

SALARIES FOR THE YEAR 1977 - EFFECTIVE 1-1-77

SERGEANT	\$ 14,938.00	Represents
LIEUTENANT	16,115.00	7%
CAPTAIN	17,292.00	Increase

SALARIES FOR THE YEAR 1978 - EFFECTIVE 1-1-78

SERGEANT	\$ 15,834.00	Represents
LIEUTENANT	17,082.00	6%
CAPTAIN	18,329.00	Increase

SALARIES FOR THE YEAR 1979 - EFFECTIVE 1-1-79

SERGEANT	\$ 16,626.00	Represents
LIEUTENANT	17,936.00	5%
CAPTAIN	19,245.00	Increase

- A. All overtime, longevity, holiday pay, and sick pay shall be computed on the base salaries above.
- B. The percentage salary increase for the year 1978 of this AGREEMENT shall be predicated by Chapter 68 of the N. J. Public Laws of 1976. If this law is repealed or changed prior to 1-1-78, both parties of this AGREEMENT mutually agree to negotiate for a new percentage salary increase for that year of 1978.
- C. Both parties of this AGREEMENT mutually agree that regardless of the status of Chapter 68 of the N. J. Public

Laws of 1976, in 1979 the percentage salary increase for that year shall be negotiated commencing September 1, 1978 and shall be completed no later than December 31, 1978.

## II. LONGEVITY

Longevity pay for extended service shall be determined on the basis of the employee's anniversary date of employment in accordance with the rates hereinafter set forth; and it shall be payable in one lump sum on December 1st of the year when the longevity rates become applicable to the particular employee, and on each December 1st thereafter.

Commencing on the anniversary date of employment of the beginning of the year of service indicated in the first column below until the end of the year of service indicated in the second column below, the employee who shall qualify therefore shall receive a sum equivalent to that percentage figure indicated in the third column below of his base salary rate for the current year:

A. For the year of 1977-78-79:

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
5th year through	9th year	5%
10th year through	14th year	7%
15th year through	19th year	9%
20th year -	-	11%

B. In the event an officer feels it is in the best interests of the service to take an early retirement



it shall be researched if longevity can be paid within the base salary in order to increase pension benefits. However, if longevity is paid on a weekly installment, the percentage of deductions must also increase to cover the increased costs for the Township.